

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Ruth Lynn Mahon <div style="text-align: right;">Debtor</div> <hr/> WELLS FARGO BANK, N.A. <div style="text-align: right;">Movant</div> <div style="text-align: center;">v.</div> Ruth Lynn Mahon and Gary F. Seitz, Trustee <div style="text-align: right;">Respondents</div>	Chapter 7 Case No. 18-11439 MDC
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MOTION FOR RELIEF FROM THE AUTOMATIC STAY

WELLS FARGO BANK, N.A. (“Movant”) hereby moves this court, pursuant to 11 U.S.C. § 362, for relief from the automatic stay with respect to certain real property of the Debtor having an address of 1214 Harding Drive, Havertown, PA 19083 (the “Property”), for all purposes allowed by the Note (defined below), the Mortgage (defined below), and applicable law, including but not limited to the right to foreclose. In further support of this Motion, Movant respectfully states:

1. A petition under Chapter 7 of the United States Bankruptcy Code was filed with respect to the Debtor on 3/2/2018.
2. The Debtor has executed and delivered or is otherwise obligated with respect to that certain promissory note in the original principal amount of \$122,210.00 (the “Note”). A copy of the Note is attached hereto as **EXHIBIT A**. Movant is an entity entitled to enforce the Note.
3. Pursuant to that certain Mortgage dated 5/5/2005, and recorded in the office of the county clerk of Delaware county, Pennsylvania (the “Mortgage”), all obligations (collectively, the “Obligations”) of the Debtor under and with respect to the Note and the Mortgage are secured by the Property. A copy of the Mortgage is attached hereto as **EXHIBIT B**.
4. A copy of the Merger Information to Movant is attached hereto as **EXHIBIT C**.
5. As of 4/10/2018, the outstanding amount of the Obligations less any partial payments or suspense balance is **\$97,958.11**.
6. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in Connection with seeking the relief requested in this Motion, Movant has also incurred legal fees and costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.
7. As of 4/10/2018, debtor is currently delinquent for the 10/25/2017 through 3/25/2018 contractual payments totaling \$4,598.56.
8. The estimated market value of the property is \$92,000.00. The basis for such valuation is Debtor’s Schedule A/B, which is attached hereto as **EXHIBIT D**.

9. Upon information and belief, the encumbrances on the property listed in the schedules or otherwise known, including but not limited to the encumbrances granted to Movant, listed in order of priority are: (I) Movant (\$97,958.11); (II) Wells Fargo Home Equity (\$27,760.29); (III) Upper Darby Township (\$1,987.95); (IV) Upper Darby School District (\$3,149.98); and (V) Treasurer of Delaware County (\$546.51). There is no or inconsequential equity in the property.
10. The amount of the next monthly payment of the Debtor under the terms of the Note and Mortgage is \$809.82 and will come due on 4/25/2018.
11. Cause exists for relief from the automatic stay for the following reasons:
 - a. Movant's interest in the property is not adequately protected.
 - b. The fair market value of the property is declining and payments are not being made to Movant sufficient to protect Movant's interest against that decline.
 - c. Pursuant to 11 U.S.C. § 362(d)(2)(A), Debtor has no equity in the Property; and pursuant to §362(d)(2)(B), the Property is not necessary for an effective reorganization.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

1. Relief from the stay for all purposes allowed by the Note, the Mortgage, and applicable law, including but not limited to allowing Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and obtain possession of the property.
2. That the Order be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.
3. That the 14 Day Stay described by Bankruptcy Rule 4001(a)(3) be waived.
4. For such other relief as the Court deems proper.

April 26, 2018

/s/ Jill Manuel-Coughlin, Esquire
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